

MASTER AGREEMENT

between

THE EDUCATION ASSOCIATION OF PITTSFIELD

AND

THE PITTSFIELD SCHOOL BOARD

effective

August 23, 2022

**THE EDUCATION ASSOCIATION OF PITTSFIELD
AND
THE PITTSFIELD SCHOOL BOARD**

MASTER AGREEMENT

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ARTICLE I

MASTER AGREEMENT

1.1 AGREEMENT MADE this 9th day of March, 2022, by and between the Pittsfield School Board (hereinafter referred to as "The Board") and the Education Association of Pittsfield, affiliated with the National Education Association/New Hampshire, (hereinafter referred to as "The Association.")

WITNESSETH

1.2 WHEREAS, in order to encourage professionalism and the continuous, effective, and harmonious working relationship between the Board and the Association, both the Board and the Association desire to enter into a so-called "Master Agreement", and

1.3 WHEREAS, both the Board and the Association have certain authority conferred upon them under Revised Statutes Annotated, Chapter 273-A of the State of New Hampshire to enter into a mutually satisfactory Master Agreement and hereby act to the extent and within the limitations of the relevant provisions of said Chapter 273-A;

1.4 NOW THEREFORE, the Board and the Association each in consideration of the agreements of the other herein contained, hereby agree as follows:

ARTICLE II

RECOGNITION

2.1 The Board recognizes the Association, by certification of the Public Employee Labor Relations Board created by RSA 273-A:2, is the exclusive representative of "teachers," as defined below. The Association will represent equally all those of whom it has been so certified as the representative without discrimination and without regard to membership in the Association.

2.2 For purposes of the Agreement, the term "teacher" is defined as follows:

- "Teacher" includes professional instructional staff including but not limited to classroom teachers, library media generalists, school counselors, social workers, district-employed instructional coaches, technology integrators, dual enrollment and online learning coordinators, school nurses and extended learning opportunity coordinators.

- "Teacher" excludes administrative staff including but not limited to superintendent, district-level administrators such as directors and coordinators of students services district administrators, principals, assistant principals, intervention coordinators, and I.T. managers.
- "Teacher" excludes providers of related services including but not limited to school psychologists, speech pathologists, and occupational therapists, except in cases where the provider is listed as the teacher of required curriculum.
- "Teacher" excludes support staff including but not limited to special program coordinators, paraprofessionals, office staff, and custodial staff.

2.3 Unless otherwise indicated, the term "teacher," when used hereinafter in this Agreement, shall refer to employees represented by the Association in the bargaining unit as defined in 2.1.

ARTICLE III

BOARD PRIVILEGES

3.1 The Board, on its own behalf and on behalf of the District, retains and reserves to itself and the District all jurisdiction, powers, right, authority, duties, and responsibilities by law conferred and vested in it and the Pittsfield School District (hereinafter referred to as the "District").

ARTICLE IV

RIGHTS OF THOSE REPRESENTED BY ASSOCIATION

4.1 Those certified to be represented by the Association as aforesaid reserve and retain to themselves their full rights of citizenship as conferred upon them by law. No political or religious activity or lack thereof, by them undertaken outside the performance of the duties for which they are employed by the District, shall be grounds for any discipline or discrimination against them. As employees of the District they shall not be required to perform any duty or act which is intended to threaten the physical safety of anyone. All rules and regulations governing

them as employees of the District are intended to be applied uniformly and shall be so applied insofar as practicable.

ARTICLE V

PRIOR BENEFITS

5.1 Except as hereinafter otherwise provided or as hereafter agreed between the Board and the Association during the life of its certification, the Agreement shall not be applied or interpreted so as to maintain or perpetuate for those certified to be represented by the Association as aforesaid the advantages and benefits heretofore enjoyed by them as individual employees of the District, this Agreement from and after its date establishing the advantages and benefits of employment by the District for those so represented by the Association as a unit.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 A "Grievance" shall mean a complaint by an employee or group of employees of the District certified to be represented by the Association as indicated in Section 2.1 hereof, that there has been a personal loss or injury to the employee or group because of a violation, misinterpretation or misapplication of the provisions of this Agreement. In order to be considered, the grievance procedure must be initiated under this section by the employee or group within thirty (30) calendar days of its occurrence.

6.2 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise. Both the Board and the Association agree to keep grievance proceedings confidential and informal at all levels of the procedure. Nothing herein contained shall limit the right of any such teacher or group of teachers certified to be represented by the Association and having a grievance, to discuss the same informally with any appropriate member of the district administration including the Board, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

6.3 Upon failure at any step of the procedure provided hereby to communicate the decision on a grievance within the specified time limit hereinafter set forth, the grievance would pass to the next procedural level.

Failure at any step of said procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision there rendered.

It is understood that all teachers certified to be represented by the Association shall, at the discretion of the Board, with full salary, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until said grievance and any effect thereof shall have been fully determined.

Any such employee (including group of teachers, hereinafter comprehended by the term "teacher") who has a grievance shall discuss it first with the member of the Administration of the District to whom the teacher is immediately responsible in an attempt to resolve the matter informally at that level.

6.4 Level One. If, as a result of said discussion, the grievance is not resolved to the satisfaction of the teacher, the teacher will put the grievance in writing to the supervising administrator within five (5) days of the discussion. The five days will be school days, or within five (5) consecutive days omitting Saturdays and Sundays if school is not in session. The teacher shall specify:

- (a) the nature of the grievance and date of occurrence;
- (b) the nature and extent of the injury, loss, or inconvenience;
- (c) the results of said first discussions;
- (d) the specific section of this Agreement alleged to be violated, misinterpreted or misapplied, and
- (e) remedy or redress specifically being requested.

The supervising administrator shall communicate his/her decision, in writing, to the teacher within ten (10) school days, or within ten (10) consecutive days omitting Saturdays and Sundays if school is not then in session, of receipt of the written grievance.

6.5 Level Two. The teacher, no later than five (5) school days or within five (5) consecutive days omitting Saturdays and Sundays if school is not then in session, after receipt of the supervising administrator's decision may appeal the supervising administrator's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing in the same form required for submission to the supervising administrator and specifying the particulars of the teacher's dissatisfaction with decisions previously rendered. The Superintendent shall meet with the teacher to attempt to resolve the grievance, as quickly as practical, within a period not to exceed five (5) school days or within five (5)

consecutive days omitting Saturdays and Sundays, if school is not then in session. After said meeting, the Superintendent shall communicate his decision in writing to the teacher and the supervising administrator within five (5) school days, or within five (5) consecutive days omitting Saturdays and Sundays if school is not then in session.

6.6 Level Three. The teacher, no later than five (5) school days, or within five (5) consecutive days omitting Saturdays and Sundays if school is not then in session, after receipt of the Superintendent's decision, may appeal the Superintendent's decision to the Board. The appeal to the Board must be made in writing in the same form required for submission to the supervising administrator and specifying the particulars of the teacher's dissatisfaction with the decisions previously rendered.

The Board shall meet with the teacher to attempt to resolve the grievance as quickly as practical, that is, at the Board's next regularly scheduled meeting not more than fifteen (15) days after receipt of the teacher's appeal from the Superintendent's decision. After said meeting, the Board shall communicate its decision to the employee within five (5) school days, or within five (5) consecutive days omitting Saturdays and Sundays if school is not in session.

6.7 Level Four. If the decision of the Board does not resolve the grievance to the satisfaction of the teacher, the teacher shall so notify the Association and of the teacher's desire for review of the grievance by a third party. If the Association determines that the grievance should be so reviewed, it shall, in writing, advise the Board through the Superintendent within twenty (20) school days, or within twenty (20) consecutive days, omitting Saturdays and Sundays if school is not then in session, of the teacher's receipt of the Board's decision. The parties shall attempt during the next ten (10) calendar days to agree on a mutually acceptable arbitrator to hear the grievance. If no agreement can be reached, a request for a list of arbitrators shall be requested from the American Arbitration Association. If a mutual selection is not made from the list provided, the AAA shall appoint an arbitrator to hear the case. The rules of the American Arbitration Association shall apply. The decision of the arbitrator shall be final and binding; however, he or she shall have no power or authority to render a decision that ignores or adds to the agreement between the parties.

6.8 The teacher with a grievance may be represented at all levels of the above-delineated grievance procedure by two (2) people selected by the teacher.

6.9 A teacher shall be free from restraint, interference, coercion, discrimination, or reprisal in pursuing the grievance procedure herein set forth and the Board and the Association shall jointly and severally work to assure the same.

6.10 The teacher shall bear the costs incurred by the teacher in pursuing the grievance procedure herein set forth.

6.11 The fees and costs of binding and final arbitration shall be shared equally between the Association and School Board.

6.12 If the Board or the Association disagree as to the meaning or interpretation of any of the provisions of the Agreement, either may request binding and final arbitration.

6.13 If, in the judgment of the Board and the Association, a particular grievance will affect a group of teachers all of whom are certified to be represented by the Association as aforesaid, the Association may join in the processing of the grievance and become a party thereto.

6.14 All documents, communications, and records dealing with the processing of a grievance shall be a part of the record in the case of the grievance. When the case of the grievance has been closed but not before, the record of the case shall be a matter of public record for all purposes not protected by RSA 91-A. The decision of the Arbitration panel as described in Section 6.7 above shall be binding and final except as State or Federal law provides subsequent action.

6.15 The timelines specified for each step of the grievance process may be extended by mutual agreement of the teacher and the administrator or Board who will be receiving or responding to the decision for that step.

ARTICLE VII

DUES DEDUCTION

7.1 It is agreed by and between the Association and the Board that the Treasurer of the Association will deliver written authorizations to deduct dues from payroll to the office of the Superintendent of Schools no later than the date of the third regular payroll for that school year. Signed authorizations will be delivered by the Treasurer of the Association in one lot. Deductions shall be made in equal amounts for the remaining pay periods beginning with the fourth payroll of the contract year and extending through June 30 of the contract year.

7.2 The amounts deducted shall be remitted monthly directly to the Treasurer of the Education Association of Pittsfield. If a teacher leaves the district before the full dues authorized have been deducted, the balance due shall be deducted from the teacher's final paycheck upon additional written authorization of the teacher. A teacher may, in writing, rescind an authorization at any time. The Association will indemnify and hold the Board harmless from any and all liability of damages resulting from good faith efforts to comply with this provision.

ARTICLE VIII

TEACHER EVALUATION

8.1 The School Board and the Association agree to conduct observations and evaluations in accordance with the teacher evaluation plan that was most recently ratified by both parties (see Appendix B 1981 Evaluation Plan). If both parties agree to a new version of the plan prior to July 1, 2014, then observations and evaluations may be conducted in accordance with that plan. Likewise in subsequent years of this agreement, plans approved prior to July 1 will govern the observations and evaluations conducted in the subsequent school year.

8.2 A teacher shall be given a copy of any evaluation report prepared by his/her evaluators before or during any conference held with him/her to discuss it. If the teacher is dissatisfied with this evaluation conference, he/she may request additional conference time.

8.3 The importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel for the purpose of improving instruction is recognized.

8.4 No written evaluation report shall be placed in the teacher's file or otherwise acted upon without affording the teacher an opportunity for a prior conference thereon. The teacher shall sign such report in acknowledgment that the teacher has read it, but in no way to indicate agreement with the contents thereof.

8.5 The teacher shall acknowledge that he/she has had the opportunity to review such comment or report by affixing his signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such comment or report or to any material filed in his

personal file and his/her answer shall be reviewed and commented upon in writing by the Superintendent or his/her designee and both answer and comment thereon attached to the file copy.

8.6 Evaluations shall be filed, signature notwithstanding, and such action shall be so indicated by the teacher's supervisor. The Association shall be informed if any such teacher has refused to sign derogatory or evaluation material that is being placed in his/her file.

8.7 Each teacher shall be entitled to knowledge of and access to supervisory records and reports of his/her competence, personal character and efficiency as are maintained in his/her personal file in evaluation of his performance as a teacher of the District.

8.8 In the event the Superintendent removes from the teacher's file any materials, a dated notation shall be placed in the file stating what materials have been removed.

8.9 Upon twenty-four (24) hours' notice, each teacher shall have the right to review and reproduce material in his/her personnel file to which he is entitled.

ARTICLE IX

LEAVES

9.1 Child Rearing Leave

9.1.1. Teachers are allowed up to twelve (12) weeks of leave without pay, in each twelve (12) month period, for reasons provided for under the Family Medical Leave Act of 1993 (FMLA) i.e. (a) the birth of the teacher's child, (b) the placement of a child with the teacher for adoption or foster care, (c) caring for a spouse, child or parent in the event of a serious health condition, or (d) inability of the employee to perform the functions of his or her job because of a serious health condition. All definitions within this section shall correspond to those in the Act and its regulations.

9.1.2 To the extent possible, the portion of extended leave of absence (FMLA) taken due to disability resulting from pregnancy, miscarriage, or child birth shall be charged to available Sick Leave. Such Sick Leave shall be used from the onset of the extended leave of absence (FMLA).

9.1.3 During the twelve (12) week period of leave, the teacher's insurance benefits will be maintained in a manner identical to that

in effect for "active" teachers and the teacher's service, credit, and position will not be affected by such leave.

9.1.4 After twelve (12) weeks has elapsed, the teacher's employment status will be continued by: 1) return to duty, 2) medical evidence clearly stating the teacher's inability to return to assigned duties and the use of benefits provided for in this Agreement, 3) granting of additional leave without pay or benefits by the Superintendent under the following conditions:

- (a) For childbirth or adoption occurring on or between 1 January and 30 June, child rearing leave shall continue until the 31 August following one calendar year. For child birth or adoption occurring on or between 1 July and 31 December, child rearing leave shall continue until the following 31 August.
- (b) All benefits to which a teacher was entitled at the time of leave, including accumulated sick leave, shall be restored upon return from leave. Teachers may keep their benefits in force while on leave by paying the cost of benefits to the School District. This payment should be made thirty (30) days prior to the due date.

9.1.5 The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this Article of the Agreement.

9.2 Professional Leave

9.2.1 Each teacher certified to be represented by the Association will be allowed two (2) days absence with full pay for leave approved in advance by the Superintendent to attend professional or educational meetings or conferences or for travel involving District business. All requests for such absence shall be made in writing on forms provided by the District to the supervising administrator in the first instance and if recommended by him/her, shall be submitted to the Superintendent for consideration.

9.2.2 If a request for professional leave is denied by the supervising administrator, the supervising administrator shall state the reasons why such leave was denied. Denials shall be reviewed by the Superintendent for further consideration.

9.2.3 Up to two (2) paid days for each of two (2) representatives of the Association shall be allowed for attendance at NEA/NH or NEA meetings at no other expense to the District.

9.3 Personal Leave

9.3.1 Teachers certified to be represented by the Association shall be entitled up to two (2) days of personal paid leave per year. Personal leave is non-cumulative and may be used only for personal or family matters such as those of a legal or medical nature; these include, but are not limited to, court appearances, medical appointments, and legal transactions. In applying for leave under this provision, the teacher will not be required to provide detailed reasons for the request; however, by applying for leave under this provision the teacher assures the Board that the matter in need of attention cannot be handled on a non-school day.

9.3.2 Written applications to the teacher's supervising administrator for personal leave shall be made at least five (5) school days before taking such leave (except in the case of emergencies). Any request not disapproved by the supervising administrator within five (5) school days from its receipt by the supervising administrator is automatically approved.

9.3.3 The granting of personal leave during the first two and the last two weeks of the school year and immediately preceding and following vacation or holidays will be considered only under emergency circumstances.

9.3.4 Other leaves of absence with or without pay will be considered by the Board on an individual basis.

9.4 Emergency Leave

9.4.1 All teachers certified to be represented by the Association shall be allowed up to three (3) days leave per year with pay (not accumulative and not deducted from sick leave) in case of unforeseen emergency situations involving the individual employee or a member of his/her immediate family. The term "immediate family" shall be construed to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers, sisters, or others living in the home of the employee.

9.5 Sick Leave

9.5.1 For absences caused by personal/family illness or physical disability, each teacher certified to be represented by the Association shall be granted fifteen (15) days of paid leave per school year, cumulative to one hundred and ten (110) days. For purposes of this provision, "family" shall be construed to mean spouse, domestic partner, fiancé, children, parent, parent-in law, grandparent, and sibling.

9.5.2 Beginning with August 1, sick leave will accumulate at the rate of 1.5 days per calendar month, August through May, credited on the last day of each month. All fifteen (15) days of annual sick leave will be available to the teacher as of August 1. If a teacher uses days in advance of when they are earned (at the rate of 1.5 per calendar month), but leaves employment of the District before earning used sick days, the teacher will reimburse the district for those days. This may be accomplished through deduction from any final salary payments to the teacher.

9.5.3 The District will "buy back," at 50% per diem, each sick day that a teacher has accrued beyond the 110-day cap by June 30 of each year.

9.6 Sick Leave Bank

9.6.1 The Board agrees to establish a sick leave bank to cover teachers starting the second consecutive year of teaching in Pittsfield in the event of long-term illness.

9.6.2 Any teacher beginning the second consecutive year of employment in the district may become a member of the sick leave bank by contributing two (2) days of accumulated sick leave. The Association shall notify the District of new membership in the sick leave bank and the number of days each individual has donated to the sick leave bank.

9.6.3 The Association may replenish the sick leave bank (back to 180 days) two times during the school year if the number of days left in the bank falls below the maximum of 180 days. Continuing members of the sick leave bank will contribute one (1) day each to the bank when the total number of days falls below one hundred eighty (180) days minus the number of contributing teachers. Any teacher who chooses not to contribute such days will no longer be a member of the bank. No teacher may contribute more than three (3) days in any replenishment of the sick leave bank; any days contributed shall be deducted from the accumulated sick leave of the person making said contribution. The Association shall notify the District of the number of days each individual has donated to the replenishment of the sick leave bank so that said days may be deducted from the individual's accumulated sick leave.

9.6.4 The sick leave bank shall be administered by a committee composed of three (3) members of the Association appointed by the President, hereinafter called the Administrative Committee. Each member shall serve for one (1) year and until a successor shall be appointed. The Administrative Committee shall meet as needed. A

majority of the members shall constitute a quorum and a majority of those present and voting shall decide all questions.

9.6.5 A member shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability provided the member has exhausted all accrued sick leave. Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee and approval by said Committee, the Committee shall forward its recommendation to the Superintendent. If the Administrative Committee does not approve a request, appeal may be made to a committee comprised of the Administrative committee, EAP Executive Board, and the Superintendent. If the appeal is denied, then no days will be granted from the sick leave bank.

9.6.6 Upon recommendation of the Superintendent and approval of the Board, a member may be granted up to twenty-five (25) days in addition to the regular sick leave not to be charged to the sick leave bank provided, however, that under extenuating circumstances additional days may be requested and processed as heretofore set forth. During such additional sick leave, under the provisions of this article, any and all benefits normally provided a teacher shall continue.

9.6.7 Guidelines for application by a member to the sick leave bank shall be determined by the Administrative Committee and published by said Committee.

9.7 Jury Duty Leave

9.7.1 A teacher who is called for jury duty or subpoenaed as a witness shall be excused from teaching duty for the actual time involved in said service, and will receive the difference between jury fees and the teachers daily pay. No salary deduction or loss of leave shall occur when a teacher is absent because he has been called to appear in court or other tribunal on business concerning the Pittsfield School District.

ARTICLE X

SUBSTITUTE TEACHERS

10.1 Substitute teachers shall be provided for all teachers having the responsibilities of a classroom who are absent from school and who are certified to be represented by the Association for the sole purpose of fulfilling such responsibilities. The use of teachers certified to be represented by the Association as substitute

teachers shall be avoided except where the health and safety of students might be endangered.

10.2 The attempt should be made to obtain substitute teachers in such cases fully certified to teach in the subject area with respect to which the absence exists.

ARTICLE XI

ASSOCIATION RIGHTS

11.1 The Board agrees that the individual teacher certified to be represented by the Association as aforesaid shall have full freedom of association, self-organization, and the designation of representation of the teacher's own choosing; to negotiate the terms and conditions of employment; and that the teacher shall be free from interference, restraint, or coercion by the Board, or its agents, in the designation of such representative, or in self-organization, or in other concerted activities for the purpose of collective bargaining.

11.2 The Association and its representatives shall be permitted to use the school buildings for meetings and school equipment upon verbal approval of supervising administrator.

11.3 The Association and its representatives shall have the right to post notices of activities and matters of Association concern on employee bulletin boards with the prior verbal approval of the supervising administrator. The Association may use teacher mailboxes for communication to teachers certified to be represented by the Association with the prior verbal approval of the supervising administrator. The Association may request of the supervising administrator from time to time, opportunity at faculty meetings to present announcements and with the supervising administrator's verbal approval may make such presentations thereat.

11.4 The president of the Education Association of Pittsfield assumes full responsibility for registering with the supervising administrator all outside representatives, consultants, and other persons invited onto District property by the Education Association of Pittsfield.

ARTICLE XII

PRINTING AND DISTRIBUTION

12.1 The Board and the Association agree to share equally the

costs of reproducing and distributing this Agreement. The Board agrees to distribute copies of this Agreement to all teachers certified to be represented by the Association. The Board agrees to distribute copies of this Agreement to the administrative and supervisory personnel in the District.

ARTICLE XIII

SAVINGS CLAUSE

13.1 If any provision of this Agreement, or any application of this Agreement as to any teacher or group of teachers certified to be represented by the Association as aforesaid, shall be found contrary to law, then such provision or application shall be deemed invalid to the extent thereof; but all other provisions or applications hereof shall continue in full force and effect. If the nature of the invalidity permits the substitution of a new provision or application to replace that which has been determined to be contrary to law, negotiations for such substitutions between the Board and the Association shall commence within thirty (30) days after said determination has become final and not subject to further appeal.

ARTICLE XIV

TRANSFERS, ASSIGNMENTS, AND REASSIGNMENTS

14.1 Information regarding vacancies will be provided to all teachers and the Association within three days of the vacancy. These vacancies will be posted in each school's main office and teacher's room.

14.2 Teachers certified to be represented by the Association as aforesaid, who desire a change in employment position for the next school year, including teachers who desire a change in grade and/or subject assignments, shall file a written statement of such desire with the supervising administrator not later than March 1 or two weeks after the posting of the vacancy, whichever is later. Said statement shall include the position and grade and/or subject to which the teacher desires to be assigned, in order of preference.

14.3 In making his/her recommendation to the Superintendent, the supervising administrator shall consider among other factors he/she deems relevant, teacher's qualifications and system-wide balance of experience and inexperience. The final decision pertaining to employment assignments shall be that of the Board upon recommendation of the Superintendent. Upon reaching its decision, the Board shall notify the teachers involved.

14.4 In the event of change of assignment, the teacher involved shall be notified at the earliest practical time. Assignment changes will be avoided after June 1. In the event of a change of assignment and upon the request of the teacher, a consultation with the Superintendent or designee shall be held. The assignment of said teachers to positions, grades and/or subjects, as the case may be, will generally be within their areas of demonstrated and certified competence.

ARTICLE XV

WORKER'S COMPENSATION AND PERSONAL INJURY

15.1 When a teacher certified to be represented by the Association is absent from school as a result of a personal injury caused in the course of teacher's employment, and the teacher's claim is determined to be payable under Worker's Compensation, the teacher will be paid the net difference between Worker's Compensation payments and the teacher's full pay at the teacher's applicable salary rate and such payments shall continue until any such teacher has used all of his/her accumulated sick leave whereupon further payment by the District shall cease. A teacher's net or take-home pay from combined worker's compensation payment and sick leave may not exceed that received during his/her pay periods from working. Sick days shall be deducted on a prorated basis equal to pro-ration of salary paid to equal full salary. Amounts paid by the District under the provisions of this section shall be subject to usual and customary payroll deductions (taxes, retirement, etc.).

15.2 In the event of the injured teacher's recovery on the basis of a third party claim, he/she may repay the actual amount paid by the District, to or for his/her benefit, pursuant to the foregoing provisions whereupon the employee shall be restored his/her sick leave.

ARTICLE XVI

TIME REQUIREMENTS

16.1 Each teacher certified to be represented by the Association as aforesaid is expected to devote to his/her contracted work the time necessary to accomplish the same.

16.2 The Association agrees that such teacher's day is not necessarily co-terminus with that of the pupil. All salary and benefits will be prorated for part-time teachers.

16.3 All teachers will be paid their defined salary under Article XXII with exception of those positions defined as requiring greater than 185 days to accomplish role responsibilities; at the time of this Agreement, these include but are not limited to guidance counselors, dual enrollment and online learning coordinators, and extended learning opportunity coordinators.

The provision for greater than 185 day adjustments excludes additional stipended contracts and hourly rates paid to teachers for additional responsibilities, summertime curriculum work, and other projects carried out beyond the scope of usual and customary activities associated with roles.

Teachers whose roles require greater than 185 days to accomplish role responsibilities will have annual salary calculated by, first, placement on the appropriate step and track of the negotiated salary guide; and second, addition of per diem rate for each day required beyond 185 days. For each additional fifteen (15) contracted work days, the teacher will accumulate one (1) additional day of sick leave. The expected number of contracted days for a position will not be increased without the consent of the teacher. Upon separation of a teacher from the district, the term of the position may be increased prior to the hire of a replacement teacher consistent with above.

16.4 Such employees are expected to obligate whatever time is reasonably necessary to carry out their professional duties, including faculty meetings, conferences with parents or students, extra help to the students, open house, or conferences with administration as required. Such meetings shall be of reasonable duration.

16.5 All such teachers shall have a lunch period of no less than twenty-five minutes, free of assigned duties but shall be subject to call to provide such assistance as they are qualified to give when the health and safety of students might be endangered.

16.6 The Board agrees that each teacher entitled to be represented by the Association will have at least five (5), forty-five (45) minute planning/preparation periods every five (5) school days at the Elementary School and five (5) individual planning/preparation periods equal to the duration of a classroom instructional period every five (5) days at the Middle High School.

16.7 It is understood that professional responsibilities and available professional team meeting time may vary among teachers. At the Elementary School, teachers who are required to participate in the two scheduled parent-teacher conference

workdays will have at least two (2) forty-five (45) minute uninterrupted professional team meetings every five (5) school days. At the Middle High School, teachers who are required to participate in the two scheduled parent-teacher conference workdays will have at least four (4) professional team meetings equal to the duration of a classroom instructional period every five (5) school days. Teachers in either building who are not required to participate in the two scheduled parent-teacher conference workdays will have at least one hundred sixty five (165) minutes of professional team meetings every five (5) school days.

Professional team meetings are scheduled during the school day. The school day is defined as the time that students are scheduled in classes. Teachers shall not have supervisory or other assigned responsibilities during professional team meetings.

Professional team meetings include professional learning communities, and common planning teams. The agendas of professional team meetings shall be set solely by the members of the professional team, considering items suggested by the administration. Professional team meetings do not include Individual Education Plan meetings, meetings with visitors to the District, meetings convened by a supervisor or administrator, or other ad hoc task force committees.

16.8 The Association and the Board value professional development time for educators. All teachers will have at least 1.5 hours of uninterrupted professional development time each week that school is in session for three or more days.

This professional development time will occur during the time of day that students are typically scheduled to be in classes. Teachers will not have supervisory or other assigned responsibilities during this professional development time.

16.9 It is understood that alternative work day schedules and locations may better facilitate student opportunities. Schedules which alter the work day of any teacher certified to be represented by the Association will be voluntary. Such teachers who voluntarily accept alternative schedules will not be required to exceed the regularly expected time commitments. Voluntary acceptance of an alternative schedule during one school year will not imply acceptance of such schedule in subsequent years. The Association will be notified of any plan to implement alternative schedules or locations. There will be no coercion against such teachers who do not voluntarily accept such assignments.

ARTICLE XVII

REDUCTION IN FORCE

17.1 If it is necessary for the Board to decrease the number of teachers certified to be represented by the Association, the Board will do so in a manner that is reasonably calculated to maintain and preserve, insofar as practicable under the circumstances of the necessity, the quality of education in the District.

17.1.1 Criteria

The factors in lay-off decisions shall include the following: seniority, certifications, and ability. Seniority is defined as the number of years of service to the Pittsfield School District. Certification is defined as the State certificate(s) held by the teacher. Abilities shall be determined by satisfactory evaluations on field. The Board shall make every effort to retain senior teachers who are certified. Only in those situations in which the School Board can show substantial reasons that retaining a senior teacher would not be in the best interests of the school system should the senior teacher be laid off.

17.1.2 The Board shall provide to the Association by January 15th of each year a seniority list which indicates the dates of employment of all the members of the bargaining unit. The Board will include the certifications of each teacher.

17.1.3 The Board shall provide to each teachers slated to be laid off the reasons why he/she was chosen to be laid off.

17.2 The Board will also consider achievement of such a decrease through attrition and retirement. Any such teacher laid-off may secure other employment during the period of his/her lay-off.

17.3 Laid-off employees will be reinstated, in inverse order of their being laid off, to the extent qualified to fill the available teaching opening.

17.4 To the extent relevant under the provisions of this Agreement, teachers reinstated shall receive credit for previous years of service to the District.

17.5 The Board will not fill available teaching openings with new teachers without giving laid-off teachers qualified to fill such openings an equal opportunity. If a position from which a teacher

has been laid off becomes re-established within the immediate annual teacher contract year, said teacher laid off from that position will have the first opportunity to fill the position as re-established.

17.6 Laid-off teachers will have the opportunity to substitute teach within the District.

17.7 The provisions of this article will not apply to a teacher who has been laid off for more than one (1) annual teacher contract year.

ARTICLE XVIII

JUST CAUSE

18.1 No teacher certified to be represented by the Association shall be suspended, disciplined, reprimanded, or reduced in rank or compensation without just cause. All information forming the basis for disciplinary action will be made available to the employee, the administration, and the Board. Non-renewal and/or discharge of a teacher shall be in accordance with prevailing State Education Statutes.

ARTICLE XIX

NEGOTIATION PROCEDURES

19.1 The Board and the Association agree to enter into collective negotiations in accordance with RSA 273-A in a good faith effort to reach an agreement concerning the terms and conditions of employment. Terms and conditions of employment are defined in RSA 273-A, Definition XI.

ARTICLE XX

MISCELLANEOUS PROVISIONS

20.1 This agreement shall replace any policies of the Board which are contrary to the specific terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

20.2 The privileges granted to the Association in Article XIII will not be granted to any other organization which claims to represent any teacher(s) covered by this Agreement unless such organization is certified by the Public Employees Labor Relations Board. This shall not, however, prevent the Board from communicating or consulting with any individual teacher or group of teachers for any purpose the Board shall deem desirable in the

discharge of its responsibilities, nor shall it preclude any teacher from appearing before the Board in his/her own behalf on matters relating to employment by the Board.

20.3 This Agreement may not be altered, changed, added to, deleted from, or modified without the voluntary mutual consent of the parties in writing and any change must be in the form of an amendment to this Agreement signed by the parties.

20.4 The captions to the articles in this Agreement are used only for convenience and are not to be considered a part of this Agreement or be used in determining the intent of the parties thereto.

20.5 The Board will provide payroll deductions for teachers certified to be represented by the Association to the Service Federal Credit Union upon receipt of written authorization from the individual teacher.

20.6 Those comments or reports regarding a teacher made to any member of the administration by a parent, student or other person which are used in evaluating a teacher shall have been promptly investigated as to their accuracy. A teacher shall be given, to the extent practicable, an opportunity to respond to and meet with a person making a derogatory or degrading comment or report for purpose of rebuttal. Where such opportunity cannot practically be afforded, the record thereof shall be so noted and the comment or report given such minimal weight, if any, as the circumstances accord.

20.7 The annual report to the School District of Pittsfield will clearly differentiate those employees designated as "teachers" as defined in 2.1.

ARTICLE XXI

SCHOOL CALENDAR

21.1 The Superintendent will meet to discuss the school calendar with the President of the Education Association at least ten (10) days prior to presenting the School District Administration's proposed school calendar to the School Board for adoption. The Superintendent will present the Association's written recommendations regarding the calendar to the School Board, along with the School District Administration's recommendations. Determination of the final calendar schedule shall be the sole and exclusive responsibility of the School Board.

The school calendar will consist of 180 instructional days which shall fall between August 25 and June 30. There shall be a maximum of five (5) Professional Development Days. Two days will be utilized for parent/teacher conferences, two (2) days for school district Professional Development, and one (1) day to attend the NEA-NH Instructional Conference on its scheduled date.

ARTICLE XXII

COMPENSATION

22.1 Salaries

Salary for professional employees certified to be represented by the Association will be established according to the Step and Track Schedule found in Appendix A for the 2022-23, 2023-24, and 2024-25 school years.

22.2 Health Insurance

Teachers certified to be represented by the Association shall be provided with the benefits of the HealthTrust Access Blue 5, AB5(07L)-RX 10/20/45/3K(L).

Teachers may select any of the options during the enrollment periods provided.

The District will pay 85% of health insurance premiums for a single, 2-person or family plan.

The teacher's share of premiums shall be paid by the individual teacher through payroll deductions.

A teacher currently eligible and enrolled in the District's health insurance plan who elects no coverage under the District's plan and provides evidence that they are otherwise covered by a health insurance plan shall receive a payment of one-thousand dollars (\$1,000.00) as a supplement to his/her salary paid at the beginning of the school year by October 1st.

22.2.1 Dental Insurance

Employees certified to be represented by the Association shall be provided with the benefits of the Northeast Delta Dental Plan 100-80-50-50 (aka 1S).

The District will pay a percentage of the cost of a single plan as specified below. Employees may elect to enroll in single-person, two-person, or family plans.

The employee's share of premiums shall be paid by the individual employee through payroll deductions.

In the event that the District does not attain the required 75% participation rate in the dental insurance program, the District agrees to provide a Flexible Spending Account for the percentage of the cost of a single plan for each employee under this Agreement as specified below.

District cost of single-person dental insurance plan:
2019-2022 80%

22.2.2 Section 125 Accounts.

A Section 125 account, as permitted by the IRS, will be made available to teachers who wish to make their contributions to the health plan and/or dental plan on a pre-tax basis.

22.3 Life Insurance

The School District agrees to pay the total cost of a \$40,000.00 term life insurance policy for the duration of this agreement (2019-2022).

22.4 Course and Workshop Reimbursement

22.4.1 The parties support the principle of continuing professional development of teachers such as participation by teachers in course work for advanced degrees or special studies. The Board agrees to budget moneys for the purpose of course reimbursement equal to one-third the staff times the cost of a four (4) credit matriculated graduate course at UNH. Teachers who earn course credit shall be reimbursed for up to the cost of a four (4) credit matriculated graduate course at UNH initially, until the budgeted amount is exhausted. If budgeted funds remain after all applicants have received initial reimbursements, teachers shall be reimbursed for additional credits up to the total annual cost of eight (8) matriculated graduate credits at UNH per teacher. Application for using the remaining budgeted funds must be made through the use of the School District's Reimbursement Application forms.

22.4.2 Moneys shall be distributed in the following manner:

- A. Teachers in the third year of their recertification cycle will have until September 15 to submit the paperwork for reimbursement or for advanced payment for course work.
- B. By September 25, the balance of the moneys available will be published by the business office. Any teacher, regardless of his/her certification cycle, may then submit the paperwork for course reimbursement approval.

22.4.3 Advanced payment for the course shall be made by the District. If the teacher fails to earn credit for the course, the advanced money will be deducted from the teacher's paycheck. A method for the deduction will be made jointly by the superintendent and the teacher.

22.4.4 By March 1 of the school year, the business office will publish the balance of the money in this budgeted item. This will allow time for teachers to make plans for summer study.

22.4.5 Workshop Reimbursement

Workshop Reimbursement. The Board agrees to establish an additional fund available for those certified to be represented by the Association to cover the cost of workshops outside the district. The Board agrees to budget money for this purpose equal to the number of employees certified to be represented by the Association times two hundred fifty dollars (\$250) per year for the duration of this Agreement.

By May 15, the business office will publish the balance of the money in this budget item. Any teacher may then submit application for the use of the remaining funds, with priority given to those in the third year of their recertification cycle.

22.5 Pay Periods

Teachers certified to be represented by the Association shall be paid in 22 or 26 equal pay periods. They shall indicate their choice of the pay period options by so indicating on the Individual Teacher Contract when returning the signed Contract to the business office. Teachers who choose the 26 pay periods will have the option of receiving their last four (4) paychecks in one lump sum.

22.6 Maximum Step

Steps in the Appendix A Step and Track Schedules represent years of prior teaching experience. Teachers who have more years of prior experience than the number of steps in their track will receive a

percentage of the maximum step salary in their track for each year of experience beyond the maximum step, in addition to their current maximum step and track schedule salary, as specified below.

(Number of years of prior teaching experience - maximum step of the track) * 1.75% * maximum salary of their track, in addition to their current maximum step and track schedule salary.

22.7 Senior Teacher's Salary Schedule

Each year, the teacher with the greatest number of years of service in the District who has applied for placement on the Senior Teacher's Salary Schedule will be placed on the schedule in accordance with the terms specified as follows:

- a. To be eligible for placement, the teacher must be sixty (60) years of age and have completed at least twenty (20) years of full time teaching service in the District by July 1 of the school year prior to which he/she applies for placement.
- b. Years of teaching service to the District are determined by the equivalent number of full-time years. For example, two years at 50% of teaching service equates to one year of full time teaching service.
- c. By October 1 of each year, the S.A.U. Office will notify all teachers who are eligible to apply for placement on the Senior Teacher's Salary Schedule for the following school year.
- d. By November 1 of each year, eligible teachers interested in applying for placement on the Senior Teacher's Salary Schedule must provide a letter of intent to the S.A.U. Office.
- e. In the event that two or more teachers with the same number of years of experience apply for placement on the Senior Teacher's Salary Schedule, the age the applicants will be the deciding factor in determining which teacher will be placed on the Senior Teacher's Salary Schedule with the older / oldest teacher being granted placement.
- f. A teacher may be placed on the Senior Teacher's Salary Schedule for a maximum of one year.
- g. The teacher placed on the Senior Teacher's Salary Schedule for one year will receive additional salary to his/her

Schedule A calculated salary in the amount specified as follows:

For twenty (20) years of full time teaching service in the District: \$15,000

For each additional year of teaching service in the District: \$500

Maximum addition, for forty (40) years of full time teaching service in the District: \$25,000

22.8 Retirement System Special Assessment

Notwithstanding any other provision in this agreement, the amount otherwise payable to an employee under this section shall be reduced by such amount as is necessary to prevent the school district from being assessed by the New Hampshire Retirement System under RSA 100-A:16III-a.

ARTICLE XXIII

TEACHER CONTRACT

23.1 Teachers will not be released from their individual contract after July 15. Teachers who break a contract after July 15 will be assessed a penalty of \$1,000. In extenuating circumstances, a teacher may appeal to the Pittsfield School Board for the penalty to be waived.

ARTICLE XXIV

ADMINISTRATIVE AUTHORITY

24.1 The administration shall have full and complete authority to direct the teachers certified to be represented by the Association in the event of conditions which might endanger the health and safety of students and other employees. Such authority shall supersede any or all conditions agreed to in this Agreement.

ARTICLE XXV

DURATION

25.1 The Provisions of this Agreement will be effective as of August 23, 2022. If a successor Agreement is not approved prior to the expiration of this Agreement, status quo will be maintained relative to the conditions set forth herein until a successor agreement is approved.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Witness: EDUCATION ASSOCIATION OF PITTSFIELD

_____ By: _____
Negotiations Spokesperson

Date: _____

PITTSFIELD SCHOOL BOARD

_____ By: _____
Board Negotiator

Date: _____

Appendix A

2022-23 Salary Schedule

Step	B	B+15	B+30	B+45	M	M+15	M+30
0	\$35,315	\$36,515	\$37,718	\$38,924	\$39,804	\$41,010	\$42,216
1	\$35,668	\$36,880	\$38,095	\$39,313	\$40,202	\$41,420	\$42,638
2	\$36,114	\$37,341	\$38,571	\$39,805	\$40,705	\$41,938	\$43,171
3	\$36,656	\$37,901	\$39,150	\$40,402	\$41,315	\$42,567	\$43,819
4	\$37,389	\$38,659	\$39,933	\$41,210	\$42,141	\$43,418	\$44,695
5	\$38,137	\$39,432	\$40,732	\$42,034	\$42,984	\$44,287	\$45,589
6	\$38,899	\$40,221	\$41,546	\$42,875	\$43,844	\$45,172	\$46,501
7	\$39,872	\$41,227	\$42,585	\$43,946	\$44,940	\$46,302	\$47,663
8	\$40,869	\$42,257	\$43,650	\$45,045	\$46,064	\$47,459	\$48,855
9	\$41,890	\$43,314	\$44,741	\$46,171	\$47,215	\$48,646	\$50,076
10	\$42,938	\$44,397	\$45,859	\$47,326	\$48,396	\$49,862	\$51,328
11	\$44,118	\$45,618	\$47,120	\$48,627	\$49,726	\$51,233	\$52,740
12	\$45,332	\$46,872	\$48,416	\$49,964	\$51,094	\$52,642	\$54,190
13	\$46,578	\$48,161	\$49,748	\$51,338	\$52,499	\$54,090	\$55,680
14	\$47,859	\$49,485	\$51,116	\$52,750	\$53,943	\$55,577	\$57,211
15	\$49,175	\$50,846	\$52,521	\$54,201	\$55,426	\$57,105	\$58,785
16	\$50,528	\$52,245	\$53,966	\$55,691	\$56,950	\$58,676	\$60,401

2023-24 Salary Schedule

Step	B	B+15	B+30	B+45	M	M+15	M+30
0	\$35,668	\$36,880	\$38,095	\$39,313	\$40,202	\$41,420	\$42,638
1	\$36,025	\$37,249	\$38,476	\$39,706	\$40,604	\$41,834	\$43,065
2	\$36,475	\$37,715	\$38,957	\$40,203	\$41,112	\$42,357	\$43,603
3	\$37,022	\$38,280	\$39,541	\$40,806	\$41,728	\$42,993	\$44,257
4	\$37,763	\$39,046	\$40,332	\$41,622	\$42,563	\$43,852	\$45,142
5	\$38,518	\$39,827	\$41,139	\$42,454	\$43,414	\$44,729	\$46,045
6	\$39,288	\$40,623	\$41,962	\$43,303	\$44,282	\$45,624	\$46,966
7	\$40,271	\$41,639	\$43,011	\$44,386	\$45,389	\$46,765	\$48,140
8	\$41,277	\$42,680	\$44,086	\$45,496	\$46,524	\$47,934	\$49,343
9	\$42,309	\$43,747	\$45,188	\$46,633	\$47,687	\$49,132	\$50,577
10	\$43,367	\$44,841	\$46,318	\$47,799	\$48,879	\$50,360	\$51,841
11	\$44,560	\$46,074	\$47,592	\$49,113	\$50,224	\$51,745	\$53,267
12	\$45,785	\$47,341	\$48,900	\$50,464	\$51,605	\$53,168	\$54,732
13	\$47,044	\$48,643	\$50,245	\$51,852	\$53,024	\$54,630	\$56,237
14	\$48,338	\$49,980	\$51,627	\$53,278	\$54,482	\$56,133	\$57,784
15	\$49,667	\$51,355	\$53,047	\$54,743	\$55,980	\$57,676	\$59,373

2024-25 Salary Schedule

Step	B	B+15	B+30	B+45	M	M+15	M+30
0	\$36,475	\$37,715	\$38,957	\$40,203	\$41,112	\$42,357	\$43,603
1	\$36,840	\$38,092	\$39,347	\$40,605	\$41,523	\$42,781	\$44,039
2	\$37,300	\$38,568	\$39,838	\$41,112	\$42,042	\$43,316	\$44,589
3	\$37,860	\$39,146	\$40,436	\$41,729	\$42,672	\$43,965	\$45,258
4	\$38,617	\$39,929	\$41,245	\$42,564	\$43,526	\$44,845	\$46,163
5	\$39,389	\$40,728	\$42,070	\$43,415	\$44,396	\$45,741	\$47,087
6	\$40,177	\$41,542	\$42,911	\$44,283	\$45,284	\$46,656	\$48,028
7	\$41,182	\$42,581	\$43,984	\$45,390	\$46,416	\$47,823	\$49,229
8	\$42,211	\$43,646	\$45,083	\$46,525	\$47,577	\$49,018	\$50,460
9	\$43,266	\$44,737	\$46,211	\$47,688	\$48,766	\$50,244	\$51,721
10	\$44,348	\$45,855	\$47,366	\$48,880	\$49,985	\$51,500	\$53,014
11	\$45,568	\$47,116	\$48,668	\$50,224	\$51,360	\$52,916	\$54,472
12	\$46,821	\$48,412	\$50,007	\$51,606	\$52,772	\$54,371	\$55,970
13	\$48,108	\$49,743	\$51,382	\$53,025	\$54,224	\$55,867	\$57,509
14	\$49,431	\$51,111	\$52,795	\$54,483	\$55,715	\$57,403	\$59,091

Appendix B PITTSFIELD SCHOOL DISTRICT

Professional Growth & Evaluation Plan

This serves as notice that you may request a complete version of the Professional Growth and Evaluation Plan at the Office of the Superintendent, 23 Oneida Street, Unit 1, Pittsfield, NH 03263.

Appendix C PITTSFIELD SCHOOL DISTRICT

Sanbornization Addendum

Cost items for all the years of the 2019-2022 agreement will be submitted in the same warrant article (i.e., "Sanbornized"). On the warrant for an annual meeting that includes an article for approval of a new collective bargaining agreement, the Board will also include a warrant article per RSA 197:3 III, which requests voter authorization of a special meeting without petitioning the Superior Court in the event that the annual meeting amends or rejects the cost items associated with the new collective bargaining agreement. This provision exists for the duration of the current agreement (2019-2022) only.